

**UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA  
PHILADELPHIA DIVISION**

In Re: ALYSSA C STEWART  DEBTOR CROSSCOUNTRY MORTGAGE, LLC  MOVANT V. ALYSSA C STEWART  Debtor RYAN LEE WORTHINGTON  Co-Debtor KENNETH E. WEST  Trustee  Respondent(s)	Chapter 13  Case Number: 24-12271-amc  11 U.S.C. §§362 and 1301
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**MOTION FOR RELIEF FROM AUTOMATIC STAY WITH RESPECT TO PROPERTY:  
390 RAILROAD AVENUE, AMBLER, PA 19002-5722**

CrossCountry Mortgage, LLC, through its Counsel, McCalla Raymer Leibert Pierce, LLP, respectfully requests the Court grant its Motion for Relief and in support thereof respectfully represents as follows:

1. Movant is CrossCountry Mortgage, LLC (hereafter referred to as "Movant").
2. Debtor(s), Alyssa C Stewart (hereinafter, "Debtor"), is, upon information and belief, adult individual who is the owner of the property located 390 RAILROAD AVENUE, AMBLER, PA 19002-5722.
3. On February 5, 2021, Ryan Lee Worthington ("Borrower"), executed and delivered a Note in the principal sum of \$237,125.00 to CrossCountry Mortgage, LLC. A copy of the Note is attached as Exhibit "A" and is hereby incorporated by reference.
4. As security for the repayment of the Note, Ryan Lee Worthington and Alyssa Stewart, as co-mortgagors, executed and delivered a Mortgage to Mortgage Electronic Registration Systems, Inc., solely as nominee for CrossCountry Mortgage, LLC. The Mortgage was duly recorded in the Office of the Commissioner of Records in and for Montgomery County on March 8, 2021, in Book 15182 at Page 00992 and further as Instrument 2021025494. A copy of the Mortgage is attached as Exhibit "B" and is hereby incorporated by reference.
5. The Mortgage encumbers Debtor and Co-Debtor's real property located at 390 RAILROAD

AVENUE, AMBLER, PA 19002-5722.

6. By assignment of mortgage, the loan was ultimately assigned to CROSSCOUNTRY MORTGAGE, LLC. A true and correct copy of the assignment is attached as Exhibit "C" and is hereby incorporated by reference.
7. Debtor filed the instant Chapter 13 Bankruptcy on July 1, 2024 and, as a result, any state court proceedings were stayed.
8. Debtor and Co-Debtor's mortgage loan is in default and is currently due for the January 1, 2025 payment and each subsequent payment through the date of the motion. Debtor and Co-Debtor have failed to make the following post-petition payments to Movant:

#### POST-PETITION PAYMENTS IN DEFAULT

Monthly Payments in Default.....			1/1/2025-4/1/2025
Due Date	Due Amount	# Months	
			Total Due
1/1/25-4/1/25	\$1,485.88	4	\$5,943.52
Suspense Balance:.....			(\$651.50)
Total Amounts Due as of April 25, 2025:			\$5,292.02

9. As a result of the Debtor and Co-Debtor 's default and failure to make payments or to otherwise adequately provide for Movant in the bankruptcy filing, Movant is not adequately protected and is entitled to relief.
10. As of April 25, 2025, the Unpaid Principal Balance of the loan is \$218,068.47. The total debt of the loan is \$223,444.26.
11. Movant also requests relief from the co-debtor stay pursuant to 11 U.S.C. §1301.
12. Attached are redacted copies of any documents that support the claim, such as promissory notes, purchase order, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements in support of right to seek a lift of the automatic stay and foreclose if necessary.
13. To the extent the Court does not find that relief is appropriate, then Movant requests that the stay be conditioned such that in the event the Debtor(s) fall(s) behind on post-petition payments or trustee payments that Movant may receive relief upon default by the Debtor(s) of the terms of the conditional order.
14. Movant requests that the stay of Bankruptcy Rule 4001(a)(3) be waived.
15. In addition to the other amounts due to Movant reflected in this Motion, as of the date hereof, in connection with seeking the relief requested in this Motion, Movant will incur legal fees and costs. Attorney fees and court filing costs not to exceed \$1,549.00 amount will be incurred

for representation in this matter. Movant reserves all rights to seek an award or allowance of such fees and expenses in accordance with applicable loan documents and related agreements, the Bankruptcy Code and otherwise applicable law.

WHEREFORE, Movant, CrossCountry Mortgage, LLC, respectfully requests this Court to grant the appropriate relief under 11 U.S.C. §362 from the automatic stay as set forth in the proposed order together with waiver of Bankruptcy Rule 4001(a)(3).

Respectfully Submitted:

McCalla Raymer Leibert Pierce, LLP

*By: /s/ Brian Nicholas*

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Date: 05/09/2025